

No. 9775

**UNITED STATES OF AMERICA
and
BRAZIL**

**Exchange of notes constituting an agreement relating to the loan
of a vessel to Brazil. Washington, 23 and 28 June 1967**

Authentic texts: English and Portuguese.

Registered by the United States of America on 6 August 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL**

**Échange de notes constituant un accord relatif au prêt d'une
unité navale au Brésil. Washington, 23 et 28 juin 1967**

Textes authentiques : anglais et portugais.

Enregistré par les États-Unis d'Amérique le 6 août 1969.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT ¹
BETWEEN THE UNITED STATES OF AMERICA AND
BRAZIL RELATING TO THE LOAN OF A VESSEL TO
BRAZIL

I

DEPARTMENT OF STATE
WASHINGTON

June 23, 1967

Excellency,

I have the honor to refer to the agreement between our two Governments effected by an exchange of notes signed at Rio de Janeiro on September 18 and October 19, 1959, ² which provides for the loan of naval vessels by the Government of the United States of America to the Government of Brazil.

I have been authorized to inform you that, at your request, the Government of the United States of America is now prepared to lend your Government for an initial period of five years an additional vessel in the destroyer class: USS *Irwin* (DD-794).

I have the honor to propose that the terms and conditions of the agreement effected by an exchange of notes signed on September 18 and October 19, 1959, shall apply to the present loan as well, and in addition that the following special provisions shall apply to this vessel only:

(1) The Government of Brazil agrees to pay the Government of the United States of America all expenses which the latter incurs relating to the activation, rehabilitation and outfitting (including repairs, alterations, and logistic supports) of the vessel. Payments shall be in accordance with the Foreign Assistance Act of 1961, as amended, acts supplementary and amendatory thereto, and appropriation acts thereunder. If the vessel is returned to the Government of the United States of America at its request prior to the expiration of the initial five-year period, the Government of the United States of America will consult with the Government of Brazil with respect to making such compensation, as may be then authorized by the laws of the United States of America, to the Government of Brazil on a pro rata basis for its direct expenditures for materials and services described in this paragraph and also for payments made to the Government of the United States of America by the Government of Brazil.

¹ Came into force on 28 June 1967 by the exchange of the said notes.

² United Nations, *Treaty Series*, vol. 372, p. 131.

(2) The Government of Brazil renounces all claims against the Government of the United States of America arising from the transfer, use or operation of the vessel and will save the Government of the United States of America harmless from any such claims asserted by third party provided that such claims result from the use or operations of the vessel by the Brazilian Government during the period in which it is under its flag.

(3) At the request of the Government of Brazil delivered to the Government of the United States of America at any time on or before December 31, 1967, the Government of the United States of America agrees to sell the vessel to Brazil in accordance with the provisions of Public Law 89-324 of November 5, 1965 and the Foreign Assistance Act of 1961, as amended, or successor legislation, and under such other terms and conditions as shall be agreed upon by authorized representatives of the two Governments, provided that the Government of the United States of America shall not, prior to completion of the sale, have notified the Government of Brazil that the vessel is needed by the United States of America to fulfill its own defense requirements.

(4) The five-year loan period will commence at such time as reactivation/-overhaul of this ship is completed and custody passed to the Government of Brazil, or on December 31, 1967, whichever occurs first.

(5) Detailed arrangements may be made from time to time between authorized representatives of our two Governments, or their agencies, for the purpose of implementing the foregoing provisions and the undertakings of our two Governments hereunder.

If these proposals are acceptable to Your Excellency's Government, I have the honor to propose further that this note and Your Excellency's reply concurring therein shall constitute an agreement which shall enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

Robert M. SAYRE

His Excellency Vasco Leitao da Cunha
Brazilian Ambassador

[TRANSLATION ¹ — TRADUCTION ²]

EMBASSY OF THE UNITED STATES OF BRAZIL

189/534.0(22)

Washington, D.C., June 28, 1967

Mr. Secretary of State,

I have the honor to acknowledge the receipt of Your Excellency's note dated June 23, 1967, which reads as follows:

[*See note I*]

2. In reply I have the honor to inform Your Excellency that the Brazilian Government concurs in the foregoing note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

V. DA CUNHA

His Excellency Dean Rusk
Secretary of State
of the United States of America

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.